Annexure B-1

BENGALURU METROPOLITAN TRANSPORT CORPORATION
Central Offices, Stores & Purchase Dept., Bengaluru

Sub: Identifying company for Implementation of Financial Management Cloud ERP Software at BMTC.

Ref: Tender No. BMTC/2025-26/SE1012.

STANDARD TERMS & CONDITIONS

1. Submission of Tender Documents

i) The Tender shall be submitted through e-Procurement Portal (http://eproc.karnataka.gov.in). Vendors need to register the e-Procurement portal to submit their bids online. The tender document can be viewed free of cost on the e-Procurement Portal.

ii) The Tender is invited as per provisions of the Karnataka Transparency in Public Procurement ACT-1999 in **two cover** system i.e., Pre qualification (Technical) and Commercial offer separately .The following documents are available in the Tender Document.

iii) **Annexure A** – (to be filled and uploaded in the same file and format)

iv) **Annexure –A 1** (to be filled and uploaded in the same file and format).

v) **Additional Format** (in the view only format and can be downloaded - to be filled and up loaded and to be attached duly filled)

vi) **Annexure B** –Terms and Conditions (in the view only format and can be downloaded)

vii) **Annexure B-1** - Standard Terms and Conditions (in the view only format and can be downloaded.

viii) **Annexure B-2:** Government Order regarding restrictions on public procurements from bidders of country/ Countries which shares a Land Border with India (in the view only format and can be downloaded) and declaration-III has to be submitted in this regard.

ix) **Declaration format – I:** Declaration towards offering lowest rate on Rs. 20 & above Bond paper (in the view only format and can be downloaded - to be up loaded and attached to Pre-qualification offer duly filled)

x) **Declaration format – II :** This declaration to be submitted by the Principal firm (in case the Principal firm/ manufacturers will execute supplies through their distributor) on Rs. 20 & above Bond paper (in

the view only format and can be downloaded - to be up loaded and attached to Pre-qualification offer duly filled)

xi) **Declaration III-** Compliance Certificate regarding restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India on Rs.20 & above stamp Paper (in the view only format and can be downloaded – to be uploaded to the e-procurement portal duly signed and attached to Pre-qualification offer)

xii) **Annexure C–Specifications** (in the view only format and can be downloaded.

xiii) The conditional offers are liable to be rejected.

2. Submission of Offer through e-Procurement Portal

i) The pre-qualification details as specified in the Annexure-A should be filled and same should be uploaded to website

ii) The tenderers shall pay the tender processing fee and EMD through any of the following e-payment modes. The details are available at the end of this document.

(a) Credit Card
(b) Debit Card
(c) National Electronic Fund Transfer (NEFT)
(d) Over the Counter (OTC) (ICICI Bank)

iii) The necessary documents like Certificate of Incorporation, SSI Certificate, Certificate of Registration, Purchase Order Copies, Certification for development of Financial Management CLOUD ERP software (in case of OE sources), Authorized Dealer Certificate issued by the OE Sources to participate in this tender along with tender number (in case of authorized dealer), Purchase order and Satisfactory Certificate of Client shall be scanned and attached along with Annexure – A and Annexure – A1. The offer without attachment of scanned image will be disqualified.

3. Submission of Commercial Offer through e- Procurement portal

In the Commercial details i.e. Basic Rate, GST & End Rate of each item shall be filled and uploaded in e-portal which will be encrypted using the Digital Signature Certificate of the tenderer. The end rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer shall not be submitted in hard copy and submission of commercial offer in hard copy is liable for disqualification.

4. Guidelines for submission of Tender Documents :-

All the tender related documents shall be uploaded in the e-procurement portal only. No hard copies of the bid documents shall be submitted by the bidders.

5. Opening of Tenders

The Tenders will be opened online on the due date and time at the Stores and Purchase Dept., Central Offices, BMTC, Bengaluru.

The Tenderers or their representatives can be present on the date, time and place of opening of the tender when the commercial details of the Tenderers can be viewed.

The Commercial offers of all the Tenderers which are opened are available for free view in the Web site to all the Tenderers from the date and time of its opening.

6. Prices

The Prices should be on FOR destination to all units of BMTC.

The successful bidder should furnish the details of offered Basic Rate, GST percentage applicable & GST amount included in their commercial bid uploaded in the e-procurement portal.

7. Pre-award Penal Clause

After opening of the tender, if any supplier WITHDRAW their offer in view of wrong quote in the e-procurement portal OR claim any modifications on their offered basic rates (other than variations in statutory levies due to Govt. policy), the offer of such firm not be considered and the firm will be BLACK LISTED FOR TWO FUTURE TENDER CYCLES besides forfeiting their EMD.

8. Payment: The payment will be made in the following manner subject to satisfactory certification by the concerned at each level / stage.

i. 50% of the 1st year cost of design, development, installation, training, operation, “Go-Live” of project.
ii. Remaining 50% of the 1st year cost in equated monthly installments before 31st March of the year.
iii. 2nd year payment: In 12 equated monthly installments.
iv. 3rd year payment: In 12 equated monthly installments.

***** PLEASE NOTE THAT NO OTHER PAYMENT CONDITIONS WILL BE ACCEPTED BY BMTC.**

9. Delivery

The successful Tenderer has to supply and install the ordered quantity of Financial Management CLOUD ERP software as per the Delivery schedule given in the Purchase Order or as per the revised delivery schedule if any, furnished by the consignee.

The Tenderers are requested to indicate the minimum lead-time required for delivery from the Date of Purchase Order.

Failure to supply the software as per the delivery schedule furnished in the purchase order or the revised delivery schedule furnished by the consignees will lead to disqualification in the future tenders beside forfeiting the EMD.

10. Validity of rates for acceptance of offer.

The Offer should be valid for **90 days** from the date of opening of the Tender and the successful Tenderer has to extend the validity of the Offers till the completion of the Purchase Order. He should hold the prices valid for the tender period and should give a commitment in this regard in the first bid itself. No increase in the rate decided on any account will be entertained during the period of execution of the Tender.

The Tender Inviting Authority may seek extension of the initial validity of offer in writing, in case of delay in acceptance of the tenders.

11. Earnest Money Deposit

The EMD of Rs: 10,000=00 (Refundable) as prescribed shall be submitted online through the e-Procurement portal using any of the following 4 modes.

1. Credit Card
2. Debit card
3. National Electronic Fund Transfer (NEFT)
4. Over the Counter (OTC) (ICICI Bank)

The EMD do not carry any interest

The EMD will be forfeited in the following cases:-

If the Tenderer withdraw the Quotation or make any modification in the Rates, Terms and conditions before the expiry of the initial validity period i.e. **90 days** from the date of opening of the Tender

If the specified Security Deposit is not paid within seven days on receipt of the Letter of Intent.

12. Security Deposit

The successful Tenderer will be intimated through Letter of Intent regarding placement of orders with the details of Materials, Quantity, Rate and other Terms and conditions with a request to submit the Security Deposit as prescribed and to start supplies simultaneously so as to release the regular Purchase Order.

Before starting the supplies, the successful Tenderer has to pay Security Deposit as prescribed, in the form of DD drawn in favor of "the CAO, BMTC, Central Offices, Bengaluru-580030" **Or** Bank Guarantee of any Nationalized Banks OR Public Sector Banks OR Private Sector Banks – Indian Banks in favour of "the Controller of Stores & Purchases, BMTC Central Offices, Bengaluru". The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. **The Bank Guarantee should be valid upto 60 months + 6 months from the last date of successful installation of Software & commencement/effect of required service.** The Regular Purchase Order will be placed only on receipt of the Security Deposit.

The Security Deposit is liable to be forfeited either in full or in part, if the Tenderer on whom the purchase order is placed, fails to complete the supplies as per the terms and conditions of the purchase orders or in case of non settlement of claims. The Security Deposit will be refunded after completion of warranty period OR after settlement of all claims.

The Security Deposit does not carry any interest.

13. Risk Purchase / Penal Clause

If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and the extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. The machine should meet the specific requirement/ specifications as prescribed in the Tender. If the supplies do not conform to the specification / Samples and if the supplies are not effected as per delivery schedule, BMTC reserves the right to Black list the firm.

14. Warranty:

Three years from the date of supply and installation of the Financial Management CLOUD ERP Software licenses. During the above period, the supplier shall attend all the work and give service free of cost. The validity of the Financial Management CLOUD ERP Software shall be for a period of 36 months from the date of installation and commencement of service which can be extended for another 24 months on mutual consent.

15. Declaration Form-I

The Tenderer should declare that the rates quoted by them in the tender is lowest and they have not quoted/Supplied the materials to any other STU'S/ organizations during the preceding one year at less than the rates offered by them in the subject tender.

If the firm has supplied the materials to any other customers during the preceding one year, at less than the rates offered by them in the subject tender, the firm shall furnish the details such as:

Name of the STU/ Organization to whom the supplies were made.

Rates offered to them

The reasons for variation

Quality offered/ supplied

The above declaration shall be given on the stamp paper of Rs.20/- or above as per the format provided. If the tenderer is found guilty i.e., given wrong information in this regard as on the date of tender opening, they are liable for disqualification.

The Declaration form shall be scanned and attached along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned). The original document shall be submitted along with the Prequalification Original Documents.

16. Declaration Form-II (This declaration is to be submitted by the Principal firm/ tenderer wherever the supplies are executed through their Channel Partner/ Authorized Dealer/ Distributor)

The tenderer should declare that, the Financial Management (CLOUD ERP) Software supplied through their Channel Partner/ Authorized Dealer/ Distributor have been manufactured by them and the same have been supplied as per their branded products through their Channel Partner/ Authorized Dealer/ Distributor and tenderer should stand guarantee for the Financial Management (CLOUD ERP) Software supplied through their Channel Partner/ Authorized Dealer/ Distributor.

The above declaration shall be given on the stamp paper of Rs.20/- or above as per the format provided.

The Declaration form shall be scanned and attached along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned). The original document shall be submitted along with the Prequalification Original Documents.

17. **Declaration-III**

The Tenderer should certify that, they are not from such a country/ countries which shares a land border with India. Or

They are from such a country or countries which shares a land border with India and they have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. They should submit the a copy of the valid registration by the Competent Authority for Evidence.

The tenderer should declare that, they will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on them (a copy of the valid registration issued by the Competent Authority to be enclosed if applicable).

The above declaration-III shall be given on the stamp paper of Rs.20/- or above as per the format provided. If the tenderer is found guilty i.e., given wrong information in this regard, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against them in accordance with Law.

The Declaration-III shall be scanned and up loaded to the e-procurement portal along with along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned). The original document shall be submitted along with the Prequalification Original Documents.

17. General Conditions

The Quantity indicated in the tender is approximate requirement. However, the actual quantity may vary to the extent of 25% as per the

requirements at the time of releasing the order. Accordingly supplies are to be effected.

The Tender Accepting Authority at any time before passing an order of acceptance may reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial sources, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible.
The suppliers shall undertake to abide by all the terms and conditions of the tender.

In the matter of any disputes, the decision of Managing Director, BMTC is binding on all the tenderers.

In case of any legal dispute arising between BMTC and any tenderers shall be within the Jurisdiction of Bengaluru Civil Court.

18. Fraudulent Practices

(1) Tenderers/ Suppliers / Contractors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BMTC to provide prescribed services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation of Tenders.
(2) Tenderers / Suppliers/ Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
(3) Tenderers / Suppliers/ Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
(4) In such cases, the Tender inviting authority
A. Will reject a proposal for award if it determines that the Tenderers/ Suppliers/Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
B. Debarment of tenderers: The procurement entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention.
(5) Furthermore, Tenderers / Suppliers/ Contractors shall be aware of the provision stated below:
a. The Tenderers / Suppliers / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

b. BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Suppliers / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

(6) Termination for Default:

BMTC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

i. If the Tenderers / Suppliers / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

ii. If the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract.

(07) In the matter of any disputes, the decision of the Managing Director, BMTC is binding on all the Tenderers / Suppliers / Contractors. In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of Bengaluru Civil Courts only.

19. Arbitration Clause

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof. Shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

20. Termination for Default

BMTC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

if the Tenderers / Suppliers / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

if the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract.

21. In the matter of any disputes, the decision of the Managing Director, BMTC is binding on all the Tenderers / Suppliers / Contractors. In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of Bengaluru Civil Courts only.

CONTROLLER OF STORES AND PURCHASES
[TENDER INVITING AUTHORITY]